

MAY 13 1973

FIRST AMENDMENT  
TO EQUIPMENT LEASE, ASSIGNMENT,  
CHATTEL MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO EQUIPMENT LEASE, ASSIGNMENT, CHATTEL MORTGAGE AND SECURITY AGREEMENT dated as of April 20, 1973 among TRUST COMPANY FOR USL, INC., a trust Company organized under the laws of the State of Illinois, not in its individual capacity but as Trustee under a Trust Agreement dated as of January 31, 1973 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as agent for the Lessor (the "Agent"), CANADIAN NATIONAL RAILWAY COMPANY, a Canadian corporation (the "Lessee") and the parties named in the Designation of Lenders attached hereto (collectively the "Secured Parties" and individually the "Secured Party");

W I T N E S S E T H:

WHEREAS, the Lessor, the Agent, the Lessee and the Secured Parties have heretofore executed and delivered that certain Equipment Lease, Assignment, Chattel Mortgage and Security Agreement dated as of January 31, 1973 (the "Lease-Security Agreement") providing for the lease and delivery thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedules attached to said Lease-Security Agreement and the grant by the Lessor to the Secured Parties of a mortgage and security interest in said railroad equipment and the rents and other sums due and to become due under Part I of the Lease-Security Agreement; and

WHEREAS, the said Lease-Security Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on February 22, 1973 at 1:45 P.M. and has been assigned Recordation No. 6939; and

WHEREAS, the said Lease-Security Agreement was filed for record in the Office of the Registrar-General of Canada on February 22, 1973 at 2:20 P.M.; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease-Security Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Agent, the Lessee and the Secured Parties hereby covenant and agree that the Lease-Security Agreement shall be deemed to be and it is hereby amended as follows:

RECORDATION NO. 6939-A

JUL 13 1973-2 55 PM

(C. N. Trust No. 6)

INTERSTATE COMMERCE COMMISSION

1. By amending Sections 1.2 and 1.3 of the Lease-Security Agreement, as executed, to read in their entirety as follows:


"1.2. Certificates of Acceptance. Upon delivery of each Item of Equipment pursuant to the Reconstruction Agreement, the Lessee will inspect such Item of Equipment and if such Item of Equipment tendered for delivery meets the specifications, the Lessee will accept delivery thereof and execute and deliver to the Lessor duplicate Certificates of Acceptance (the "Certificates of Acceptance"), substantially in the form of Schedule D attached hereto and made a part hereof whereupon such Item shall for all purposes be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all of the terms and conditions of this Agreement.

1.3. Acceptance of Equipment. The Lessee's execution and delivery to the Lessor of the Certificates of Acceptance with respect to each Item of Equipment shall conclusively establish that each Item of Equipment is acceptable to and accepted by the Lessee hereunder, notwithstanding any defect with respect to design, manufacture, condition or in any other respect, and that each Item of Equipment is in good order and condition and conforms to the specifications applicable thereto and to all applicable Canadian Transport Commission and United States Department of Transportation and all other foreign or domestic governmental agency requirements and specifications, if any. The Lessee represents that it has no knowledge of any such defect."

2. By amending the first full sentence of Section 2.1 of the Lease-Security Agreement, as executed, to read in its entirety as follows:

"2.1. Rent for Equipment. The Lessee agrees to pay the Lessor the following Rent for each Item of Equipment leased hereunder:

Periodic Rent. For each Item of Equipment thirty (30) semiannual installments of Periodic Rent each payable in arrears and in the amount provided for each respective Item of Equipment in Schedules A, B and C hereto."



3. By amending the first full sentence of Section 4.2 of the Lease-Security Agreement, as executed, to read in its entirety as follows:

"4.2. Duty to Number and Mark Equipment.  
The Lessee will cause each Item of Equipment to be kept numbered with its road number as set forth in Schedules A, B and C hereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one-half inch in height as follows:

"Leased from United States Leasing International, Inc., as agent for Owner-Trustee and Subject to a Security Interest Recorded with the I.C.C. and the Registrar General of Canada"

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such Item of Equipment, its rights and the rights of the Secured Parties under this Agreement."

4. By amending Section 10 of the Lease-Security Agreement, as executed, to read in its entirety as follows:

"SECTION 10. FILING, PAYMENT OF FEES AND TAXES.

10.1. Filing. Prior to the delivery and acceptance of the first Item of Equipment, the Lessor will at the sole cost and expense of the Lessor, make suitable arrangements to have this Agreement deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada and to publish notice of such deposit in the Canada Gazette pursuant to said Section 86 and duly filed, registered or recorded in conformity with Section 20c of the Interstate Commerce Act and in such other places within or without Canada and the United States as the Lessor may reasonably require for the protection of its title or the security interest of the Secured Parties granted by the Lessor pursuant to Section 16.1 hereof. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record whenever required) any and all further instruments known to be required by law or reasonably requested by the Lessor, for the purpose of protecting the Lessor's

title to, or such security interest of the Secured Parties in the Equipment to the satisfaction of the Lessor's or Secured Parties' counsel or for the purpose of carrying out the intention of this Agreement, and in connection with any such action, will deliver to the Lessor proof of such filings and an opinion of the Lessee's counsel that such action has been properly taken. The Lessor will pay all costs, charges and expenses incident to any such filing, re-filing, registering, re-registering, recording and re-recording of any such instruments or incident to the taking of such action.

10.2. Payment of Taxes. The Lessee, or the Lessor at the Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts taxes arising out of receipts from use or operation of Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing (excluding any net income tax, provided that the Lessee agrees to pay that portion of any such net income tax which is in direct substitution for, or which relieves the Lessee from, a tax which the Lessee would otherwise be obligated to pay under the terms of this Section and any Canadian federal sales tax included in the purchase price of the Equipment), together with any penalties or interest thereon, imposed by any province, state, federal or local government upon any Item of Equipment and whether or not the same shall be assessed against or in the name of the Lessor, the Agent, the Lessee, or the Trustor; provided, however, that the Lessee shall not be required to pay or discharge any such tax or assessment (i) so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor to the Equipment; however, the Lessee shall reimburse the Lessor for any damages or expenses resulting from such failure to pay or discharge, or (ii) as to assessments against or in the name of anyone other than the Lessee, until 20 days after written notice thereof shall have been given to the Lessee."

5. By amending the third sentence of Section 11.4 of the Lease-Security Agreement, as executed, to read in its entirety as follows:

"As to each separate Item of Equipment so disposed of the Lessee may retain all amounts of such price plus any insurance proceeds and damages received by the Lessee by reason of such Casualty Occurrence."

6. By amending Section 11.6 of the Lease-Security Agreement, as executed, to read in its entirety as follows:


"11.6. Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid as provided in this Section 11 (and not the date of the Casualty Occurrence) equal to that percentage of the purchase and reconstruction cost to the Lessor of such Item of Equipment as set forth in the Schedule of Casualty Value attached hereto as Schedule E, but in no event less than the amount necessary to satisfy the requirements of Section 24.1(b) hereof. References to Schedule E in this Section 11.6 (and the amounts to be paid as determined by said Schedule) shall mean either Schedule E-I or E-II as specified in Section 27.4 hereof."

7. By amending the second sentence of Section 11.8 of the Lease-Security Agreement, as executed, to read in its entirety as follows:

"The Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession."

8. By amending Section 16.1 of the Lease-Security Agreement, as executed, to read in its entirety as follows:

"16.1. In consideration of the execution by each Secured Party of its Loan Agreement with the Lessor and the Agent and any loans by the Secured Parties there- under to finance the purchase by the Lessor of a portion of the Equipment, and in order to secure the payment of the principal of and interest on the Notes issued under such Loan Agreements according to their tenor and effect, and to secure the payment of such Notes and all principal thereof and interest thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Lessor under the terms of such Notes, Part II of this Agreement or such Loan Agreements ("indebtedness hereby secured") and the performance and observance of all the covenants and conditions of the Lessor in such Notes and in Part II of this Agreement and in such Loan Agreements



contained, the Lessor does hereby sell, convey, warrant, mortgage, assign, pledge, grant a security interest in, and hypothecate unto each Secured Party, respectively, its successors and assigns, forever, all and singular the following described properties, rights, interests and privileges (all of which properties hereby mortgaged, assigned and pledged or intended so to be are collectively referred to in this Section 16.1 and in Part II of this Agreement as the "Collateral"), that is to say:

DIVISION I - EQUIPMENT COLLATERAL

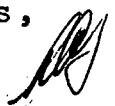
To Each Secured Party, Respectively: All Items of Equipment described in the subpart of Schedule I hereto identified below opposite the name of each Secured Party:

| <u>Secured Party</u>                                       | <u>Items of Equipment<br/>Described in<br/>Schedules Hereto<br/>Identified as Follows</u> |
|--|---|
| Union Mutual Life Insurance<br>Company                     | A-I (or A-II)   |
| Unionmutual Stock Life<br>Insurance Co. of America         | B-I (or B-II)   |
| Unionmutual Stock Life<br>Insurance Company<br>of New York | C-I (or C-II)   |

together with all accessories, equipment parts and appurtenances appertaining or attached to any such Items of Equipment whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of such Items of Equipment together with all the rents, issues, income, profits and avails therefrom.

DIVISION II - OTHER COLLATERAL

To Each Secured Party, Respectively: All right, title and interest of the Lessor, as Lessor, in, under and to this Agreement and all rents and other sums,

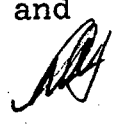


including without limitation sums payable for a Casualty loss pursuant to Section 11 hereof, due and to become due thereunder including any and all extensions or renewals thereof in so far as the same cover or relate to the Equipment mortgaged to such Secured Party pursuant to Division I hereof, it being the intent and purpose hereof that the assignment and transfer to such Secured Party of said rents and other sums, including without limitation sums payable for a Casualty loss pursuant to Section 11 hereof, due and to become due from the Lessor under this Agreement shall be effective and operative immediately and shall continue in full force and effect and each Secured Party shall have the right to collect and receive said rents and other sums due and to become due from the Lessor under this Agreement for application in accordance with the provisions of Section 24 hereof at all times during the period from and after the date of this Agreement until the indebtedness hereby secured has been fully paid and discharged.

SUBJECT, HOWEVER, in the case of all such mortgages and grants, to (a) the right, title and interest of the Lessee under this Agreement, and (b) the lien of current taxes and assessments not in default, or, if delinquent, the validity of which is being contested in good faith.

TO HAVE AND TO HOLD the Collateral granted to each Secured Party, respectively, unto such Secured Party, its successors and assigns, forever; provided always, however, that these presents are upon the express condition that if the Lessor shall pay or cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements in Part II of this Agreement and in the Loan Agreements and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and this Agreement shall become null and void as between the Lessor and each Secured Party, otherwise to remain in full force and effect.

The rental and other sums payable by the Lessee which are the subject matter of the mortgage and assignment to each Secured Party, respectively, as provided by this Section shall be paid to such Secured Party. Without limiting the foregoing, the Lessee further acknowledges and agrees that (i) the rights of each Secured Party, respectively, in and to the sums payable by the Lessee under any provisions of this Agreement shall not be subject to any abatement whatsoever, and

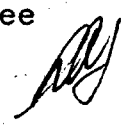


shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever whether by reason of or defect in Lessor's title, or any interruption from whatsoever cause (other than from a wrongful act of such Secured Party) in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof, or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of such Secured Party, the Lessee shall be unconditionally and absolutely obligated to pay such Secured Party all of the rents and other sums which are the subject matter of the mortgage and assignment to each Secured Party, respectively, as provided for by this Section, and (ii) such Secured Party shall have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of the Lessor for the use and benefit of such Secured Party) which by the terms of this Agreement are permitted or provided to be exercised by the Lessor including but not limited to (a) the right to make all waivers and agreements, and (b) the right to give all notices, consents and releases, and (c) the right to take such action upon an Event of Default referred to in Section 14.1 hereof as shall be permitted by the terms of this Agreement or by law."

9. By amending Section 20 of the Lease-Security Agreement, as executed, to read in its entirety as follows:


"SECTION 20. OPTION TO PURCHASE.

20.1. Right of Lessee to Purchase. Provided that the Lessee is not in default, Lessee shall have the right to purchase all or any portion of the Items of Equipment then leased hereunder at the expiration of the original or any renewal lease term at a price equal to the then "fair market value" (as defined). The Lessee shall give the Lessor written notice 180 days prior to the end of the original or any renewal lease term of its election to exercise the purchase option provided for in this Section, which notice shall designate the Items of Equipment (the "Purchased Equipment") in respect of which the Lessee is exercising such purchase option. Payment of the



option price shall be made at the place of payment specified in Section 2 hereof in United States funds there current against delivery of a bill of sale transferring and assigning to the Lessee all right, title and interest of the Lessor in and to the Purchase Equipment and containing a warranty against liens or claims of persons claiming by, through or under the Lessor except liens and claims which the Lessee assumed or is obligated to discharge under the terms of the Agreement. The Lessor shall not be required to make any representation or warranty as to the condition of the Purchased Equipment or any other matters.


20.2. Fair Market Value. The "fair market value" shall be such amount as is mutually agreed upon by the Lessor and the Lessee; provided that if the Lessor and the Lessee are unable to agree upon the fair market value of the Purchased Equipment within 30 days after receipt by the Lessor of the notice of the Lessee's election to exercise the purchase option, the fair market value shall be determined by a qualified independent appraiser. The term appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third to be designated by the first and second appraisers so selected. The appraisers shall be instructed to make such determination within a period of thirty days following appointment and shall promptly communicate such determination in writing to the Lessor and Lessee. The determination so made shall be conclusively binding upon the Lessor and Lessee. The expenses and fee of the appraiser shall be borne equally by the Lessor and the Lessee. Upon payment of the purchase price, the Lessor shall, upon request by the Lessee, execute and deliver to the Lessee, or to the Lessee's assignee or nominee, a bill of sale [without warranties] for the Equipment such as will transfer to the Lessee such title to the Equipment as the Lessor derived from the Manufacturer free and clear of all liens, security interests and/or encumbrances arising through the Lessor. The fair market value as finally determined shall bear interest for the period, if any, from the date of expiration of the original or renewal lease term, as the case may be, to the date of payment at the rate of 8% per annum.



20.3. Continuation of Certain Provisions. Notwithstanding any election of the Lessee to purchase, the provisions of Section 11 hereof shall continue in full force and effect until the date of purchase and the passage of ownership of the Equipment purchased by the Lessee upon the date of purchase unless the purchase price has been agreed upon by the parties pursuant to this Section 20, in which event such purchase price shall govern.

20.4. Right of Lessee to Renew. Provided that the Lessee is not in default, the Lessee shall have the option to renew and extend this Lease as to all or any portion of the Items of Equipment then leased hereunder (which option may be exercised concurrently with the exercise of the option to purchase provided for in Section 20.1 hereof) for two additional renewal terms of five years each upon and subject to the terms and conditions herein contained for the original term of this Lease excepting only that the Periodic Rent for each such renewal term, which shall be payable semiannually in advance during each such term, shall be an amount equal to the "fair rental value" (as defined) of such Items of Equipment. Each such renewal term shall commence immediately upon the expiration of the preceding term. The Lessee shall give the Lessor written notice not less than 180 nor more than 270 days prior to the end of the original term of the then current renewal term of its election to exercise either renewal option provided for by this Section 20.4, which notice shall designate the Item of Equipment (the "Renewal Equipment") in respect of which the Lessee is exercising such renewal option.

20.5. Fair Rental Value. The "fair rental value" shall be an amount mutually agreed upon by the Lessor and the Lessee; provided that if the Lessor and the Lessee are unable to agree upon the fair rental value of the Renewal Equipment within 30 days after receipt by the Lessor of the notice of the Lessee's election to exercise any renewal option, the fair rental value shall be determined by a qualified independent appraiser. The term appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third to be designated by the first and second appraisers so selected. The appraisers shall be instructed to make such determination within a period of thirty days following appointment



and shall promptly communicate such determination in writing to the Lessor and Lessee. The determination so made shall be conclusively binding upon the Lessor and Lessee. The expenses and fee of the appraiser shall be borne equally by the Lessor and the Lessee.

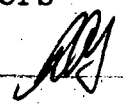
20.6. Return of Equipment. Unless the Lessee has given the Lessor 180 days notice as required in connection with exercise of the foregoing option to purchase or renew, all the Equipment then leased hereunder shall be returned to the Lessor in accordance with Section 13 hereof."

10. By amending Section 22.6(b) of the Lease-Security Agreement, as executed, to read in its entirety as follows:

"(b) receive or collect or permit the receipt or collection of any rental payment under Section 2 or Section 11 hereof prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Secured Parties hereunder) any such rent payment then due or to accrue in the future except that this restriction shall not apply to that portion of the first through and including the sixth installments of Periodic Rent for an Item of Equipment equal to 2.175% of the cost of such Item of Equipment and that portion of the seventh installment of Periodic Rent for an Item of Equipment equal to 1.2191% of the cost of such Item of Equipment; provided that in the event notice shall be given to Lessee pursuant to Section 27.4 hereof and the Alternate Schedules shall accordingly be in effect, this restriction shall thereafter not apply to an increased portion of the first through and including the sixth installments of Periodic Rent provided above equal to 2.225% of the cost of such Item, and to an increased portion of the seventh installment equal to 1.2691% of the cost of such Item and shall likewise not apply to that portion of the remaining installments of Periodic Rent equal to 0.050% of the cost of such Item; or"

11. By amending Section 27.2 of the Lease-Security Agreement, as executed, to read in its entirety as follows:

"27.2. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions herein contained unenforceable or invalid; provided that nothing contained in this Section 27.2 shall be construed to be in derogation of any rights or immunities of the Lessor in its fiduciary capacity or in its individual capacity or the Trustor or the Agent under Section 26 hereof, or to amend or modify any limitations or restrictions of the Secured Parties or the holder of any Note or their respective successors or assigns under said Section 26."



12. By amending Schedules E-I and E-II to the Lease-Security Agreement, as executed, to substitute the phrase "purchase and reconstruction cost" for the phrase "original cost".

Whenever in any certificate, letter, notice or other instrument reference is made to the Equipment Lease, Assignment, Chattel Mortgage and Security Agreement, such reference shall be deemed to include reference to this Amendment.

This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Equipment Lease, Assignment, Chattel Mortgage and Security Agreement is in all respects ratified, confirmed and approved.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

TRUST COMPANY FOR USL, INC., as  
Trustee under C.N. Trust No. 6

By Bon Manshardt  
Its President LESSOR

(CORPORATE SEAL)

Attest:

Joanne L. Miller  
Asst Secretary

(CORPORATE SEAL)

Attest:

Joanne L. Miller  
Assistant Secretary

CANADIAN NATIONAL RAILWAY COMPANY

By [Signature]  
Its Vice President LESSEE



UNITED STATES LEASING INTERNATIONAL, INC.

By [Signature]  
Its Vice President AGENT FOR LESSOR

(CORPORATE SEAL)

Attest:

Joanne L. Miller  
Asst Secretary

(CORPORATE SEAL)

Attest:

Viola W. Lakatos  
Secretary

UNION MUTUAL LIFE INSURANCE COMPANY

By [Signature]  
Its Senior Vice President

UNIONMUTUAL STOCK LIFE INSURANCE CO.  
OF AMERICA

By [Signature]  
Its Senior Vice President

UNIONMUTUAL STOCK LIFE INSURANCE COMPANY  
OF NEW YORK

By [Signature]  
Its Senior Vice President

DESIGNATION OF LENDERS

Union Mutual Life Insurance Company  
2211 Congress Street  
Portland, Maine 04112

Unionmutual Stock Life Insurance Co. of America  
2211 Congress Street  
Portland, Maine 04112

Unionmutual Stock Life Insurance Company of New York  
708 Third Avenue  
New York, New York 10017

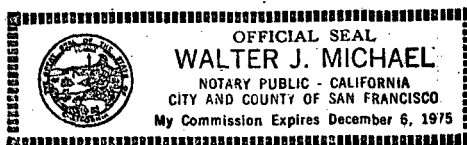
A handwritten signature in dark ink, appearing to be 'R. J. [unclear]', located to the right of the New York address block.

CITY AND COUNTY OF  
SAN FRANCISCO

SS

Walter J. Munk

My commission expires:



PROVINCE ~~COUNTY~~ OF QUEBEC )  
 ) SS  
CITY ~~STATE~~ OF MONTREAL )

and that the execution of the  
the act and deed of said corpor

My commission expires:

R. G. Jenkins,  
Commissioner for Oaths  
Commissaire à l'Assermentation  
District - Montreal  
Expires June 15/77

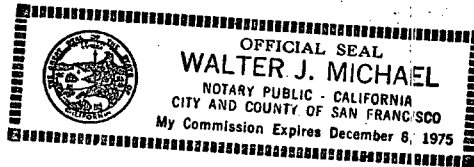
STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF ) SS  
SAN FRANCISCO )

On this 18th day of May, 1973, before me, personally appeared B. C. McMiller, to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter J. Michael

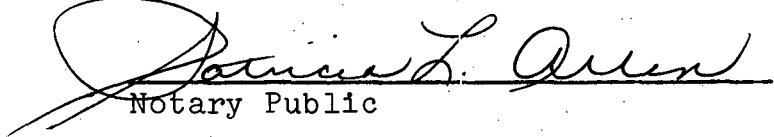
(SEAL)

My commission expires:



STATE OF MAINE                    )  
                                      ) SS  
COUNTY OF CUMBERLAND)

On this 13th day of June, 1973, before me,  
personally appeared Douglas Thornsjo, to me personally  
known, who being by me duly sworn, says that he is Senior Vice  
President of UNION MUTUAL LIFE INSURANCE COMPANY, that one  
of the seals affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its Board  
of Directors; and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said corporation.

  
Notary Public

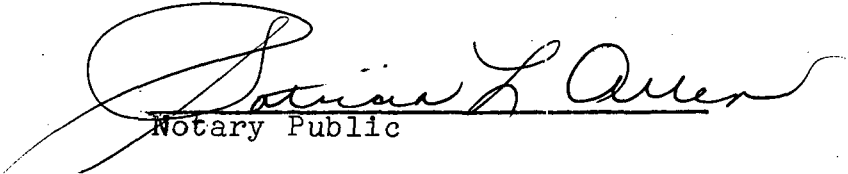
(SEAL)

My commission expires:

MY COMMISSION EXPIRES  
APRIL 28, 1977

STATE OF MAINE       )  
                              ) SS  
COUNTY OF CUMBERLAND)

On this 13th day of June, 1973, before me, personally appeared Douglas Thornsjo, to me personally known, who being by me duly sworn, says that he is Senior Vice President of UNIONMUTUAL STOCK LIFE INSURANCE CO. OF AMERICA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

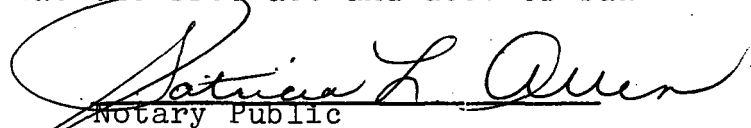
(SEAL)

My commission expires:

**MY COMMISSION EXPIRES**  
**APRIL 28, 1977**

STATE OF NEW YORK        )  
                                  ) SS  
COUNTY OF CUMBERLAND )

On this 13th day of June, 1973, before me, personally appeared Douglas Thornsjo, to me personally known, who being by me duly sworn, says that he is Senior Vice President of UNIONMUTUAL STOCK LIFE INSURANCE COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

(SEAL)

My commission expires:

MY COMMISSION EXPIRES  
APRIL 28, 1972